

claims or demands resulting in an encumbrance or lien upon the facility or which may impair Producer's right to possession or operation of the same.

- F. Because of the unique nature of the agreement between the parties, Producer understands and agrees that the rights and remedies granted herein, including in this Paragraph 9.0 shall be specifically enforceable and may be enforced by injunctive relief or otherwise in the event that Producer fails or refuses to cooperate with regard to surrender of possession of the Facility upon his default and shall survive any termination of this Agreement.

10. **RIGHT OF EARLY TERMINATION.**

Producer may unilaterally terminate this Agreement but only within the first 42 months from execution hereof and only upon the following conditions:

- A. Producer must provide 365 days written notice of termination to CF. Such notice must be given no later than the end of the 30th month following execution hereof. Notwithstanding the foregoing, if this Agreement is terminated in accordance with Paragraph 10.D below, this Agreement may be terminated at any time subject to the 365 days notification period and proof of release of CF as described at Paragraph 10.C. below.
- B. Cash payment to CF within sixty days of said notice in an amount equal to \$_____ per pig for the number of pigs that CF could have finished at Producer's facility over the remaining balance of the ten year contract term. Producer agrees that CF can finish _____ pigs per year at the facility.
- C. Proof of release of CF (in a form acceptable to it) of and from any and all financial and/or other liability whether fixed, contingent or unliquidated that CF may have on account of Producer's facility.
- D. CF agrees to reduce the cash payment required by Paragraph 10.B above to \$_____ per pig if Producer establishes to CF's satisfaction that Producer will be the sole and whole owner of the livestock to be placed in the facility, and is using conventional financing without outside guarantees from any agri-business firm.

11. **ASSIGNMENT.**

The parties understand and acknowledge that CF may assign this Agreement without Producer's consent. Any assignment by Producer is ineffective without CF's prior written consent.